

**Project Management, Data Conversion, and Technical Consulting Services
RFP # 317.30-108**

RFP Amendment 1

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Responses to Written Comments RFP Amendment 1

Item #	Question	Response
	Note: in the questions that follow, any vendor's restatement of the text of the Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.	
1.	Would you consider a proposal from a vendor offering delivery of some but not all of the desired products? For example, would you be interested in delivery of the orthos only?	Proposers must provide detailed information for all services sought by the State.
2.	[Name deleted] is in the process of reviewing your project requirements and would like information about Tennessee Geographic Information, Inc. Can you please direct me to their url.	http://www.tgi-jv.com/
3.	Referencing House Bill No. 2334, will "preference in the evaluation of proposals" be given to vendors using U.S. labor resources for this project?	The present RFP does not include any preferences in the evaluation of proposals for vendors using U.S. labor.
4.	Can you please provide, by a breakdown of each task, the latest pricing being used in the current contract?	<p>Tasking is conducted on a per county, per map sheet/product and parcel basis using the unit rates as Proposed and included in Attachment 1 of the <i>ProForma</i> contract.</p> <p>Current contract unit prices are included in Responses to Written Questions, Attachment 1 below.</p>
5.	Please can you elaborate on the roles of the Senior Technical Manager and the Senior System Support?	<p>The Senior Technical Manager and Senior System Support personnel are expected to provide the State with assistance in developing solutions to a variety of technical challenges associated with creation and maintenance of an enterprise digital base map built on the foundation of the data products being developed under this effort.</p> <p>The specific nature, duration and scope of these challenges is unknown at this time, but are all inherently tied to the technical aspects of providing an efficient, reliable, and effective means of providing access to data products for a variety of users with a variety of access requirements.</p> <p>It is anticipated that most Technical Consulting requirements of the State shall be built upon the</p>

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		<p>foundation of the previously developed TNBMP Geodatabase design. This is available at http://www.state.tn.us/finance/oir/pcm/rfps/TNBMP_Geodatabase.pdf.</p> <p>As detailed in the <i>ProForma</i> Contract, the State and Contractor shall agree to a scope of service for any technical consulting tasks prior to the commencement of each technical consulting task.</p>
6.	<p>Section 1.1.2, Technical Consulting Services states that: "This shall involve assisting the State with determining the most cost effective and efficient technical and/or business processes for building and implementing a system to ensure the user community can access the data products being produced from this effort." Does the 'user community' refer to state employees or the wider community such as municipality and county employees and the public?</p>	<p>The user community refers to State Agency staff, local government staff and the public at large.</p>
7.	<p>Due to severe weather conditions it was regrettably impossible for [name deleted], President of [name deleted] or I to attend the pre-bid conference in Nashville today; airplane flights from the [location deleted] area were cancelled.</p> <p>With this in mind, [a] I would be very grateful if you could email me the questions and answers raised at or before the meeting, [b] along with a list of attendees. I appreciate your help over this unfortunate matter.</p>	<p>[a] All written questions received by the "Written Comments Deadline" stated in the RFP are included herein.</p> <p>[b] A list of Pre-Proposal Conference attendees is included in Responses to Written Comments, Attachment 2 below.</p>
8.	<p>Can the State tell us which County is expected to be performed first under the new contract?</p>	<p>No listing of county priorities exists.</p> <p>The sequence of production for the remaining counties will be determined in the same manner that priorities have been established to date.</p> <p>Specifically, the State is seeking fiscal participation from each county in the amount of 25% per county. While this is a desired goal of the State, it is not a requirement for producing the basic data products for each county.</p> <p>Communities who are willing and able to provide the State 25% of the cost of production for their counties will be given priority for production.</p>
9.	<p>If local data is supplied for conversion, can we assume it will meet TN accuracy specifications?</p>	<p>All local data will be reviewed prior to production to determine its suitability for inclusion.</p>

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10.	In the sample contract, C-3, it states 'The total amount for the Aerial Photography, Photocontrol and GPS Survey Milestone shall not exceed 13% of the Total Fee'. At current industry acquisition costs, relative to other tasks, that percentage may be low. Can it be adjusted?	<p>The State's payment methodology was selected so that the State can accurately manage fiscal resources. The State acknowledges that there is a significant commitment of fiscal resources by the Proposer in the acquisition of Aerial Photography, Photocontrol, and GPS Survey prior to the delivery of data products for a Product Order.</p> <p>In recognition of dynamic industry standards and methodologies, the State has adjusted this milestone to be no more than 15% of the total fee.</p> <p>This change is reflected in the attached Revisions to RFP and <i>Pro-Forma</i> Contract, item 8.</p>
11.	For pricing purposes, can we assume Value Added Products will be ordered for complete counties?	<p>No. In most cases, Value Added Products are tasked on a per product, countywide basis, but Value Added Products may be tasked for sub-county areas. For many counties, the State will not request any Value Added Products. Anticipated volumes of Value Added Products appear in Table 3 of RFP section 1.1.3, as amended.</p>
12.	The On-board GPS requirements state that the 'receivers will be of Ashtech Z12 or better specification'. Do you mean 'equivalent specification'?	<p>Ashtech Z12 or equivalent specification is acceptable for the on-board GPS requirements.</p>
13.	[a] Which remaining counties does the State envisage having existing data? [b] If unsure, will those Counties be mainly rural or urban?	<p>[a] A complete inventory of counties with existing data sets is not available.</p> <p>[b] It is anticipated that counties with existing data sets are characterized as predominately urban.</p>
14.	Section 1.3 of the RFP mentions 'compliance with nondiscrimination requirements of the State of Tennessee'. Does the State have any documentation on these practices, for example of reporting procedures and requirements?	<p>Information regarding compliance with Title VI of the federal Civil Rights Act of 1964 may be found on the following website: http://www.state.tn.us/finance/rds/ocr/home.html</p> <p>On the menu bar at the left side of the page, under "Public Information," select "F&A Titles VI & IX Plans."</p>
15.	Can the State specify what is meant by 'adequate professional malpractice liability'?	<p>The State assumes that the Contractor is referring to RFP Section 4.8:</p> <p>"The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State</p>

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		<p>may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State."</p> <p>The only evidence of insurance specifically required for this procurement is specified in RFP Attachment 6.3, Section A, item A.2, 3rd bullet: "a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million dollars (\$1,000,000)."</p> <p>However, the State does reserve the right to require additional insurance, as described in RFP Section 4.8.</p>
16.	With reference to section 4.9 [a] please confirm what business and professional licenses are required. [b] Are subcontractors required to submit their licenses as well?	<p>[a] The Prime Contractor and any subcontractors must be licensed to do business in the State of Tennessee, within the areas of expertise required to provide the services requested in the RFP. Unless the State specifically requests it in writing, Proposers and their subcontractors are not required to submit evidence of licensure as part of the proposal.</p> <p>[b] It is the Prime contractor's responsibility to ensure that all of its subcontractors hold appropriate licenses. The State may request such evidence in writing through the Prime, as described in response [a] above and in RFP Section 4.9.</p>
17.	With reference to section 4.15 must all subcontractors in addition to the prime proposer register with the state to do business?	<p>No. Only the Prime Contractor must be registered on the State's Service Provider Registry System (SPRS). See RFP Section 4.15.</p> <p>However, do not confuse "registration" on the SPRS with "licensure," which is required of Primes and subs, as discussed above in response to Item #16.</p>
18.	Section 1.1.3 of the RFP lists the number of parcels in each of the five conversion classifications. With regard to the third category, "Convert Parcels", can the State provide the number of counties within this category, and the parcel counts and current data formats (e.g. Intergraph MGE) for each?	There are approximately two counties (see also Items 13A. & 13B.) that can be classed as "Convert Parcels". These exist in Intergraph MGE and GE Smallworld format.
19.	For the "Produce Parcels Remap", "Fit, Complete Parcels" and "Update, Fit, Complete Parcels" categories, please provide parcel	There is approximately one county of each "Produce Parcels Remap", "Fit, Complete Parcels" and "Update, Fit, Complete Parcels"

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	counts per county, along with percent complete and last update so that a more accurate level of effort can be estimated.	categories, containing approximately 12,660, 12,057, and 21,171 parcels respectively. The currency and completeness of each will be verified prior to beginning production of each.
20.	What improvements would the State like to see in how the current project is executed?	The State's expectations, including improvements in the execution of the current contract are expressed in the RFP document.
21.	<p>We were unable to attend the pre-bid meeting but [a] would appreciate receiving any meeting notes, amendments or notices that issue. [b] Additionally, we would like to request copies of the following:</p> <ol style="list-style-type: none"> 1. Technical Architecture 2. Samples indexes and sample data set <p>[There were several written requests for the Technical Architecture and sample data set.]</p>	<p>[a] Vendors who submitted a <i>Notice of Intent to Propose</i> will receive notice of any amendments to the RFP and the State's responses to written comments. See also Item #7 above.</p> <p>[b] Vendors who specifically requested these items in writing, and those who submitted a <i>Notice of Intent to Propose</i> have received electronic copies of the Technical Architecture, sample data set, and sample indexes. The State will also honor future written requests.</p>
22.	Are there any particular improvements the State would like to see on this contract vs. the previous contract?	See Item #20.
23.	Can we obtain samples of the orthophotography and vector mapping produced under the previous contract?	See Item #21.
24.	Is there a preference for all work to be completed within the US and/or by US companies?	There is no such preference included in this RFP. See also Item #3.
25.	Where are costs to be presented for use of new and emerging technologies (i.e., LiDAR, digital camera)?	<p>The State considers the use of LIDAR and a digital camera to be an acceptable solution for producing the Basic and Value Added Products as long as all data products meet the RFP Attachment 6.7 Technical Specifications and RFP Attachment 6.8 Value Added Technical Specifications. All cost associated with this solution must be included in the unit amounts shown in Attachment 6.4.</p> <p>Details of the Proposer's methodology should be provided in Section C of the Technical Approach.</p>
26.	May bidders submit or appear in more than one proposal effort? For example, one submittal as a prime contractor and one submittal as a subcontractor to another prime contractor?	A Proposer may not submit a proposal as a prime contractor and also permit itself to be submitted as a subcontractor to another prime contractor. See RFP Section 4.3.7.
27.	If our role is only as a subcontractor, may we then submit under multiple different primes?	Yes.

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28.	Would joint-venture partners be considered prime contractors or subcontractors for this proposal effort?	<p>Prime contractors. Joint venturers are considered jointly and severably liable for the performance of the contract.</p> <p>For purposes of applying the rule addressed in RFP Section 4.3.7, both joint venturers would be considered "prime contractors," and therefore should <u>not</u> also be subcontractors to another prime.</p>
29.	In the opinion of the State of Tennessee, has the current contract holder, "Tennessee Geographic Information, Inc.", completely met your specified requirements and expectations?	Tennessee Geographic Information, Inc. is in full compliance with the current contract.
30.	Could you send me one ArcInfo coverage in the *.e00 format so we can experiment with some data conversion utilities we are developing for the proposal? We have the conversion routine developed to go from an ESRI geodatabase back to coverage format but we would like to have one of your files to make sure that all of the line and annotation specifications convert properly to the ArcInfo symbols.	Sample deliverable data has been provided to all Proposers submitting a Letter of Intent, and those who have requested it in writing. Technical details of the Sample data set can be obtained from RFP Attachment 6.10, as well as RFP Attachment 6.7 Technical Specifications and RFP Attachment 6.8 Value Added Technical Specifications.
31.	RFP Section 1.1.2, Project Management Services requires a Contractor Project Manager. [a] Is this a key person? [b] Do we submit a resume for the Contractor Project Manager (Attachment 6.2, B.12)? [c] Do we submit pricing for the Contractor Project Manager (Attachment 6.4, Part E.)?	<p>[a] The Contractor Project Manager is a key role and service sought by the State. The State seeks to have a single point of contact who shall be responsible for all aspects of all services sought by the State, including but not limited to detailed scheduling, communication, reporting, and status tracking of all data products, Quality Assurance and Control for all aspects of the production efforts, and coordination with the State for production and technical consulting services.</p> <p>[b] Proposers shall provide detailed explanation of their approach to fulfilling the Project Management role and service in the appropriate subsections of Section C, Technical Approach, including a resume for key people assigned as required in B.12, RFP Attachment 6.3, Technical Proposal and Evaluation Guide.</p> <p>[c] All costs associated with the provision of this service shall be included in the unit rates in the RFP Attachment 6.4 Cost Proposal and Scoring Guide.</p>
32.	We request clarification of Section C.4 on page 21. Does this mean that travel costs are to be built into the unit prices or that the state will not	This means that the Contractor shall not invoice the State for any travel, meal, or lodging expenses. The Proposer may choose to recover

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	reimburse the Contractor for travel costs under any circumstances and travel costs should not be included in developing unit prices?	travel expenses by estimating these and "building" the estimated expenses into the prices for services proposed in RFP Attachment 6.4.
33.	<p>[a] Did the previous contracts with Tennessee Geographic Information, Inc. for the 41 completed counties include the parcel mapping and GIS library development for these counties?</p> <p>[b] The text on page 1, paragraph 6, of the RFP implies that all GIS work for these 41 counties has been completed.</p>	<p>[a] Yes. The previous contract included all parcel mapping for the 41 counties as well as acquisition of aerial photography, planimetrics, and ortho creation. The deliverable format of all vector data files under the previous contract was in coverage format and Librarian structure, including parcels, as per the Technical Specifications.</p> <p>[b] Work for all 41 counties under the current contract will be completed by the termination date of the current contract: February 5, 2005.</p>
34.	Is the contractor responsible for acquiring all of the county parcel paper maps or will the State of Tennessee provide these maps to the Contractor?	The State is responsible for providing all parcel source documents to the vendor.
35.	Is the Contractor allowed to use the newer and more efficient GIS technology, including geodatabases, SDE, and feature editing programs, to create the raw GIS data as long as all of the final ArcInfo coverages meet the technical specifications and are loaded into an ArcInfo library per the requirements of the RFP?	<p>The Proposer may use any methodology they choose as long as all data products are delivered in compliance with the RFP Attachment 6.7 Technical and RFP Attachment 6.8 Value Added Specifications. Proposers should detail their methodology in Section C, Technical Approach.</p> <p>See also Item #49</p>
36.	Is there any requirement that the photogrammetry, parcel mapping, or GIS work be performed in the United States?	No. See also responses to Items #3 and #24.
37.	Does the metadata requirement on page 88 include providing the information for all 100+ FGDC metadata fields including processing history and attribute descriptions or is the Contractor required to provide data for a subset of the FGDC metadata fields?	<p>The contractor will not be required to provide information for every one of the existing 199 fields of the FGDC metadata standard; the required information will be a selected subset of these fields.</p> <p>The RFP, Attachment 6.7 Technical Specifications identifies information the contractor is required to provide the State.</p>
38.	Does the Contractor prepare the FGDC metadata or is the State of Tennessee performing this task after the GIS library is completed? If the Contractor is preparing the metadata, what format is required, text, HTML, or XML?	The State creates all metadata upon delivery of final products for a county.

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39.	Can the State elaborate on its expectations for the Technical Consulting Services component? The RFP outlines a level of effort related to consultation for data storage, retrieval, and access." Could the State be more specific?	See Item #5.
40.	Section C, Technical Approach, does not include a section to address the technical consulting services. Is this an oversight? If not, where should we address the scope of services and capabilities of the technical consulting services component?	<p>This was not an oversight. The State has described the requirements for the two Job Classifications required in Section A.2.b of the Contract, as amended. The State's assumption is that the Contractor will provide personnel to perform these services that meet or exceed the stated minimum qualifications. The State does not feel it is necessary to require the vendor to provide further descriptions of these roles.</p> <p>However, the vendor will provide pricing for these services in Attachment 6.4, Part E.</p>
41.	If a proposer wishes to present two or more possible technical approaches, with corresponding recommendations, but none are considered to be "new and/or emerging technologies," should this information be presented in Section C2 or C3?	<p>Proposers should provide one technical approach that best satisfies the State's requirements.</p> <p>If the technical approach is not considered to be "new and/or emerging technologies," then the technical approach should be detailed in Section C.2.</p>
42.	If a proposer has performed work comparable in scope and complexity to this requirement, and that work was performed for the State of Tennessee, can the State be named as one of the six references (three underway and three completed)?	Yes.
43.	Will the submittal of a digital camera solution and not a traditional camera solution be acceptable for the aerial photography capture and deliverables?	A digital camera solution is an acceptable solution for the acquisition of aerial photography as long as comparable deliverable products are provided. Proposers should provide appropriate detail of their technical approach in Section C.2, using a digital camera or an analog camera.
44.	Will the submittal of a digital camera solution be a replacement for the traditional camera or considered an alternative to the traditional camera?	See Item #43.
45.	Will the contractor be allowed to re-sample or up-sample digital imagery to fulfill the 2 flight heights required?	No. Aerial photography shall be acquired at the scales shown in the Technical Specifications.
46.	Page 106 of the RFP is a summary of products for each county. A digital camera solution will not be able to submit numbers 1, 4, 5 or 6.	As indicated in Item #43, a digital camera is an acceptable approach. Proposers should provide complete details of their Technical Approach in

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	Numbers 5 and 6 will be replaced by the digital camera images. Will this be acceptable?	<p>Section C.</p> <p>A Technical Approach that includes a digital camera must address each of the items 1,4,5 and 6 by providing comparable alternatives for each.</p> <p>The State acknowledges that a USGS Camera Calibration report is not possible for a digital camera approach, but the Proposers should include an explanation of their approach to the process of developing industry standard for digital camera calibration.</p>
47.	Can we get samples of the previous work completed from first contract? Specifically showing the before and after on parcel work completed against the aerial photography for all 5 scenarios of parcel conversion. Also, an example of before and after converted orthos?	<p>Sample data as described in RFP Attachment 6.10 has been provided to vendors who specifically requested these items in writing, and those who submitted a <i>Notice of Intent to Propose</i>.</p> <p>Information about additional sample data as requested is provided in Responses to Written Questions, Attachment 3 below.</p>
48.	The current Technical Specifications and Cost Volume only allow for an analog camera for acquiring aerial photography. Will the State amend the RFP to allow for a digital camera to meet the requirements of the RFP or will this be considered an "alternate service", as specified in Section 4.3.3?	Use of a digital camera solution is not considered a prohibited "alternative service" under RFP Section 4.3.3. All costs for using either digital camera or an analog camera must be entered in RFP Attachment 6.4, Part A. See also Item #43.
49.	According to the "Tennessee base Mapping Program Technical Specifications", Arc/Info Map Librarian is currently used to manage the database. Does the State plan on keeping this older technology for the capture of the remaining counties or can ArcGIS, which offers substantial improvements for storage, manipulation, and presentation of spatial data within the geodatabase data model be proposed?	<p>The Proposer may use any methodology they choose as long as all data products are delivered in compliance with the RFP Attachment 6.7 Technical and RFP Attachment 6.8 Value Added Specifications. Proposers should detail their methodology in Section C, Technical Approach.</p> <p>(See also Item #35)</p>
50.	Section 1.1.2 under the heading of Project Management Services states the State shall determine the sequence of counties to be produced. Is the expectation to fly all of the counties in one flying season and produce the maps in the sequence the State determines?	Air photography shall be acquired for all remaining counties in the first two flying seasons covered by the <i>ProForma</i> contract.
51.	Please identify the 45 counties that will be mapped under this contract and if they are to be flown in different years please identify which year they will be flown.	Note: The attached Revisions to RFP and <i>Pro-Forma</i> Contract, item 1 corrects Section 1.1.1, Page 1, Paragraph 6 – the correct remaining total under this contract is 49.

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		<p>A current status graphic showing counties complete or in production is included in Responses to Written Questions, Attachment 4 below.</p> <p>As detailed in Item #8 above, the specific sequence of counties is not established.</p>
52.	During the production of the products for a county or counties, will there be an interim review of the data by the State or will the State monitor the work product and progress?	The State will use interim deliveries and review of work products to monitor the quality of work products.
53.	If our firm has sub-consultants, are each of the sub-consultants required to have a performance bond for their proportional part of the contract? Or is the prime the only firm that is required to provide the performance bond?	The State will execute a performance bond only with the Prime Contractor, for the full amount of the bond.
54.	Due to ESRI discontinuing sales of Librarian in May of 2004, does the State of Tennessee anticipate developing and/or migrating the data produced under this request for proposal to ArcSDE or do you plan on maintaining the data in Librarian indefinitely?	<p>All data provided under the anticipated contract will meet the requirements contained in RFP Attachment 6.7, Technical Specifications and RFP Attachment 6.8 Value Added Specifications, including delivery of vector data layers in coverage format and Librarian structure.</p> <p>On going, long-term maintenance methodologies are not a part of this RFP.</p>
55.	Will a digital camera solution be considered a replacement for the analog camera or will it be considered an alternative?	See Item #43 and Item #48.
56.	[a] Can you please explain the Bonding requirements and [b] define what would be the "State's Maximum Liabilities".	<p>[a] The Performance Bond requirements are defined in RFP Sections 1.9 and 1.10.3; Contract Section E.7; and RFP Attachment 6.6. RFP Section 1.9 reads as follows:</p> <p>"The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond will be a sum representing 15% of the State's maximum liability as stated in Paragraph C.1 of the contract resulting from this RFP. The successful Proposer shall obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6) and provide it to the State no later than the Performance Bond Deadline date detailed in the RFP Section 2, Schedule of Events. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.</p> <p>In lieu of a performance bond, a surety deposit, in a sum representing 15% of the State's maximum liability as stated in Paragraph C.1 of the contract</p>

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		<p>resulting from this RFP, may be substituted if approved by the State prior to its submittal. This surety deposit will be signed over to the control of the State for the duration of the Contract.”</p> <p>[b] The State will determine the Maximum Liability in Contract Section C.1 by estimating the total services to be used under this contract, taking into account the costs bid for the services by the successful proposer. Once this figure is arrived at, the State will derive the amount of the Performance Bond from the Maximum Liability as described in RFP Section 1.9.</p>
57.	Please explain the Liquidated Damages in more detail by the use of an example with a cost for a county in the example.	Additional explanation of Liquidated Damages using an example is provided in Responses to Written Questions, Attachment 5 below.
58.	Does the evaluation committee make the final selection regarding what firm is to be awarded the contract?	Please refer to the evaluation process, as described in RFP Section 5.2.
59.	In Section 5.2 Evaluation Process subsection 5.2.3 there is language regarding adding the average Technical Proposal score to the Cost Proposal score. How is the Qualifications and Experience factored in and considered?	<p>Each Evaluation Team member will score the Qualifications and Experience section, assigning up to 250 points. The Team will also score the Technical Approach section, which is worth up to 450 points. See RFP Attachment 6.3, Sections B and C.</p> <p>After each team member has completed their scoring of these two sections, their scores will be transferred to the Score Summary Matrix that appears in RFP Attachment 6.5. Here, the scores for each section will be averaged and the results added to Cost Proposal score to determine the Proposal Score.</p>

Responses to Written Comments

Attachment 1 (Item #4)

(From the current contract:)

Attachment B
Catalog of Products and Services

Basic Products

Digital Ortho Imagery

<u>Description</u>		<u>Unit</u>	<u>Unit Cost</u>
Produce Ortho Imagery:		100' Map Sheet	\$563.83
		400' Map Sheet	\$513.62
Convert Ortho Imagery:		100' Map Sheet	\$267.12
		400' Map Sheet	\$218.87
	<u>Volume</u>	<u>Unit</u>	<u>Unit Cost</u>
Model Reset	1-20	Map Sheet	\$100.00
Model Reset	21-50	Map Sheet	\$75.00
Model Reset	51-100	Map Sheet	\$50.00
Model Reset	> 100	Map Sheet	\$35.00

Explanation:

PRODUCED digital ortho imagery is characterized as the acquisition of new aerial photography, photo control, stereo compilation, rectification, and hardcopy plot consistent with the RFP, Attachment 9.11 - Technical Specifications.

CONVERTED ortho imagery is characterized as the reformatting, mosaicing, recutting and creation of a hardcopy plot of an existing set of digital ortho imagery to a sheet layout and indexing system that complies with the RFP, Attachment 9.11 - Technical Specifications. The State will acquire the existing data set and provide to the contractor in a mutually agreed to format.

MODEL RESET – periodically while an individual county is in production, there exists a need to amend the Task Order issued to the contractor in order to add additional Ortho Imagery products and/or value-added products. The model reset fee is provided to account for additional work required by the vendor to fulfill these amended Task Orders.

Basic Products (Continued)

Parcel Data Conversion

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>
Produce Parcels:	Parcel	\$4.25
Produce Parcels/Remap:	Parcel	\$4.45
Convert Parcels:	Parcel	\$1.30
Convert, Fit, Complete Parcels:	Parcel	\$3.30
Convert, Update, Fit, Complete Parcels:	Parcel	\$3.80
Parcel Repin:	Parcel	\$1.00

Explanation:

Produce Parcels: This item involves conversion of existing manually produced parcel maps to digital format as identified in RFP, Attachment 9.11 – Technical Specifications.

Produce Parcels/Remap: This item is very similar to **Produce Parcels** described above, but an additional data processing step shall be required. There are two counties that shall be converted that have a manual mapping system that has deviated significantly from the State's standard layout and index schema discussed in the RFP, Attachment 9-11 – Technical Specifications. It is the State's intent to compile, append, and recut these maps sheets AFTER conversion to the Technical Specification.

Convert Parcels: This item includes the conversion of an existing, current Parcel data set that is in form and content similar to the State's specification, but in a different proprietary format such as Intergraph MGE. This effort shall consist of no initial data capture, only required conversion and reformatting to match the RFP, Attachment 9-11 – Technical Specifications.

Convert, Fit, Complete Parcels: This item is characterized by the conversion of an existing parcel data set that may or may not be in the State standard format, but is incomplete or partially complete, and was converted without the aid of Digital Ortho Imagery. The Contractor will be required to convert as necessary, fit to occupation, and complete data collection from State provided source documents. In all cases identified by the State to date, the additional data collection shall involve exclusively the capture of text and annotation that is required in the RFP, Attachment 9-11 – Technical Specification.

Convert, Update, Fit, Complete Parcels: This item is identical to the previously described entry, but the existing parcel data set has been sporadically maintained and will require an update to current source documents during the production cycle.

Parcel Repin: This item is an unanticipated by-product of the **Produce Parcels/Remap** item above. Whenever a county using a nonstandard mapping system is converted to the standard State mapping system, Parcel Identifiers are required to be altered to conform to the standard mapping system. This item will always be tasked with an equivalent volume of **Produce Parcels/Remap** parcels.

Value-Added Products

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>
2' Topographic (vector):	100' Map Sheet	\$ 32.85
10' Topographic (vector):	400' Map Sheet	\$ 32.84
2' Topographic (DTM only):	100' Map Sheet	\$146.20
10' Topographic (DTM only):	400' Map Sheet	\$157.76
Building Footprints	100' Map Sheet	\$108.22
Building Footprints	400' Map Sheet	\$ 18.04
Railroad Centerlines	100' Map Sheet	\$ 8.53
Railroad Centerlines	400' Map Sheet	\$ 8.53
Tree Outlines (> 10 acres):	400' Map Sheet	\$ 14.38
Building Top Elevation	100' Map Sheet	\$ 27.00
Building Top Elevation	400' Map Sheet	\$ 4.50
Power Poles	100' Map Sheet	\$190.00
Building Points	400' Map Sheet	\$ 31.96

Explanation:

RFP, Attachment 9.12 – Value Added Specifications provides detailed descriptions of each of these data products.

Building Top Elevation:

These items are for a single elevation that shall be associated with the highest point of any building rooftop. These items shall only be ordered concurrently with an order for building footprints. Complete technical description can be found in RFP, Attachment 9.12 – Value Added Specifications.

Power Poles:

Power poles shall be captured as point features for all power poles that are clearly visible on the 1:7,500 photography. All single-legged poles constructed of any material shall be captured. Freestanding light poles occurring in parking lots and shopping centers shall not be captured. Cross-country transmission towers will not be captured. These features shall be captured for 100' scale map sheets only. Complete technical description can be found in RFP, Attachment 9.12 – Value Added Specifications.

Building Points:

Building points shall be captured at the apparent centroid of any building larger than 30 feet on a side, and smaller than 100 feet on a side for 400' map scale sheets only. These items shall only be ordered concurrently with an order for building footprints. Complete technical description can be found in RFP, Attachment 9.12 – Value Added Specifications.

NOTE: In our current contract, cost for the Technical Consulting components are included in the body of the contract. Below is an extraction from the current contract detailing the Technical Consulting services:

The State and the Contractor shall use the following compensation rates to determine a total not to exceed fee for each Technical Consulting Service ordered. Appropriate milestones and due dates shall be mutually agreed to by the State and the Contractor prior to commencing work on an a Technical Consulting Service order. For each Technical Consulting Service ordered from the Catalog of Products and Services, the following compensation rates shall be used.

<u>SERVICE</u>	<u>PAYMENT RATE PER HOUR</u>
Senior Technical Manager (Data Storage, et al)	\$175.00
Senior Technical Manager (Federal Programs)	\$ 75.00
Senior Technical Manager (Partner Development)	\$ 75.00
Senior System Support	\$170.00
Software Support	\$ 55.00

Responses to Written Comments Attachment 2 (Item #7)

PRE-PROPOSAL CONFERENCE VENDOR SIGN-IN SHEET

**RFP #317.30-108
FOR
Project Management, Data Conversion, and Technical Consulting Services**

Company Name	Representative Name(s) * PLEASE PRINT
Geodesy Associates, LLC	Robert Marchman
ISC	Dan Jeffreys Pam Delozier
Shaw E & I	Gary R. Hecox
James W. Sewall	Randy Myers
New Age Systems, Inc.	Ruth Warner
BIS	Jerry Richardson Gary Moody
GE Energy/MJ Harden	Chuck Cmeyla Doug Leibbvandt
Sanbourn	Dave Lewis
G-Squared	Lindsey Galyen
3001, Inc.	Jay Arnold Mike Knipple
Cadastra, Inc.	Brad Llewellyn Kinley Winchester
MD Atlantic Technologies	Andrew Coe
Smart Data Strategies	Susan Marlow Billy Marlow Greta Hale
Earthdata	Louis Demargne Jeff Leonard
TGI	Sam Moffat
ESRI	Zach Layne
LI Smith	Paul McDonald Mike Wilson
Wiser Co.	Glenn Beckwith Jim Kerr
Rolla International	Tejinder Vohra
PlanGraphics	Annie Metcalf

Responses to Written Comments

Attachment 3 (Item #47)

Question #47 requests data sets for reviewing “before” and “after” work products used for convert ortho tasking, and “before” and “after” work products relating to the five types of parcel production. The State has developed a supplemental dataset to facilitate this request; this dataset will be distributed as **Question #47 – Supplemental Data Set** to vendors who submitted a *Notice of Intent to Propose*.

For each of the scenarios, the best available representative sample of “before” and “after” work products has been compiled. “Before” work products display the variety of projections, data formats, and other variability encountered during the data production process. “After” work products meet the Technical Specifications referenced in the accompanying metadata. **NOTE:** Orthoimagery is provided in MrSID format to facilitate distribution of the supplemental data set.

Proposers are encouraged to use the supplemental data set in any manner that may assist in preparing their response. Proposers should detail their methodology in Section C, Technical Approach. The State acknowledges that interaction between the State and contractor will be required prior to implementing production for any of these scenarios.

The next section of this document provides a brief description of the data products involved in each of the scenarios, while the concluding section of this document provides the subdirectory organization of the data on the provided media, and pertinent notes about the datasets.

Convert Ortho Imagery: The State has not utilized this product to date. There are no “before” or “after” products to offer for review and none are included in the supplemental data set.

Produce Parcels: The sample dataset described in Attachment 6.10 was produced using this product. “Before” products include the scanned source documents for Greene County. “After” products are included in the data distribution described in Attachment 6.10 and previously provided to proposers who specifically requested these items in writing, and those who submitted a *Notice of Intent to Propose*.

Produce Parcels/Remap: Sample data from McMinn County 400-scale mapsheet 54067 provides an example of this product. “Before” products include the scanned source documents, the source indices (before shift), and production indices. “After” products include parcels, planimetrics, orthos, the final countywide indices, and metadata.

Convert Parcels: The State has not utilized this product to date. There are no “before” or “after” products to offer for review and none are included in the supplemental data set.

Convert, Fit, Complete Parcels: Sample data from Shelby County 400-scale mapsheet 79096 provides an example of this product. “Before” products include the scanned source documents, existing digital data, scanned source document index, and production indices. “After” products include parcels, planimetrics, orthos, the final countywide indices, and metadata.

Convert, Update, Fit, Complete Parcels: Sample data from Putnam County 400-scale mapsheet 71054 provides an example of this product. “Before” products include the scanned source documents, and existing digital data. “After” products include parcels, planimetrics, orthos, the final countywide indices, and metadata.

Technical Specifications

The supplemental data set is distributed on CD-R media. The following describes the subdirectory structure for organizing the supplemental data set. All references are from the root directory of the media.

Produce Parcels

..\prod_par\input\source_document_scans\

This subdirectory contains scanned source documents for Greene County map sheets 30074, 30075, 30086, and 30087.

NOTE: The “after” data for the Produce Parcels example is distributed as described in Attachment 6.10 – Sample Data Set. Map sheet 30074 in the supplemental data set corresponds to map sheet 99074 in the sample data set, and so forth.

Produce Parcels/Remap

..\prod_par_remap\input\index\parcel_source_docs\

This subdirectory contains the 400'-scale and 100'-scale indices for referencing the source document scans (based on the source index).

..\prod_par_remap\input\index\work_order\

This subdirectory contains the 400'-scale and 100'-scale indices created by the State for tasking.

..\prod_par_remap\input\source_document_scans\

This subdirectory contains scanned source documents for McMinn County.

..\prod_par_remap\output\54067\

This subdirectory contains the parcels and planimetrics for McMinn County map sheet 54067.

..\prod_par_remap\output\index\

This subdirectory contains the final indices for McMinn County.

..\prod_par_remap\output\metadata\

This subdirectory provides series-level metadata for parcels, planimetrics, and orthoimagery for McMinn County final data.

..\prod_par_remap\output\orthos\

This subdirectory provides orthoimagery in MrSID format for all 400'-scale and 100'-scale map sheets contained within McMinn County map sheet 54067.

Convert, Fit, Complete Parcels

..\conv_fit_comp\input\existing_parcel_data\

This subdirectory contains existing parcel data for Shelby County.

..\conv_fit_comp\input\index\parcel_source_docs\

This subdirectory contains indices for referencing the source document scans.

..\conv_fit_comp\input\index\work_order\

This subdirectory contains the 400'-scale and 100'-scale indices created by the State for tasking.

..\conv_fit_comp\input\source_document_scans\

This subdirectory contains scanned source documents for Shelby County.

..\conv_fit_comp\output\79096\

This subdirectory contains the parcels and planimetrics for Shelby County map sheet 79096.

..\conv_fit_comp\output\index\

This subdirectory contains the final indices for Shelby County.

..\conv_fit_comp\output\metadata\

This subdirectory provides series-level metadata for parcels, planimetrics, and orthoimagery for Shelby County final data.

..\conv_fit_comp\output\orthos\

This subdirectory provides orthoimagery in MrSID format for all 400'-scale and 100'-scale map sheets contained within Shelby County map sheet 79096.

Convert, Update, Fit, Complete Parcels

..\conv_updt_fit_comp\input\existing_parcel_data\

This subdirectory contains existing parcel data for Putnam County.

..\conv_updt_fit_comp\input\source_document_scans\

This subdirectory contains scanned source documents for Putnam County.

..\conv_updt_fit_comp\output\71054\

This subdirectory contains the parcels and planimetrics for Putnam County map sheet 71054.

..\conv_updt_fit_comp\output\index\

This subdirectory contains the final indices for Putnam County.

..\conv_updt_fit_comp\output\metadata\

This subdirectory provides series-level metadata for parcels, planimetrics, and orthoimagery for Putnam County final data.

..\conv_updt_fit_comp\output\orthos\

This subdirectory provides orthoimagery in MrSID format for all 400'-scale and 100'-scale map sheets contained within Putnam County map sheet 71054.

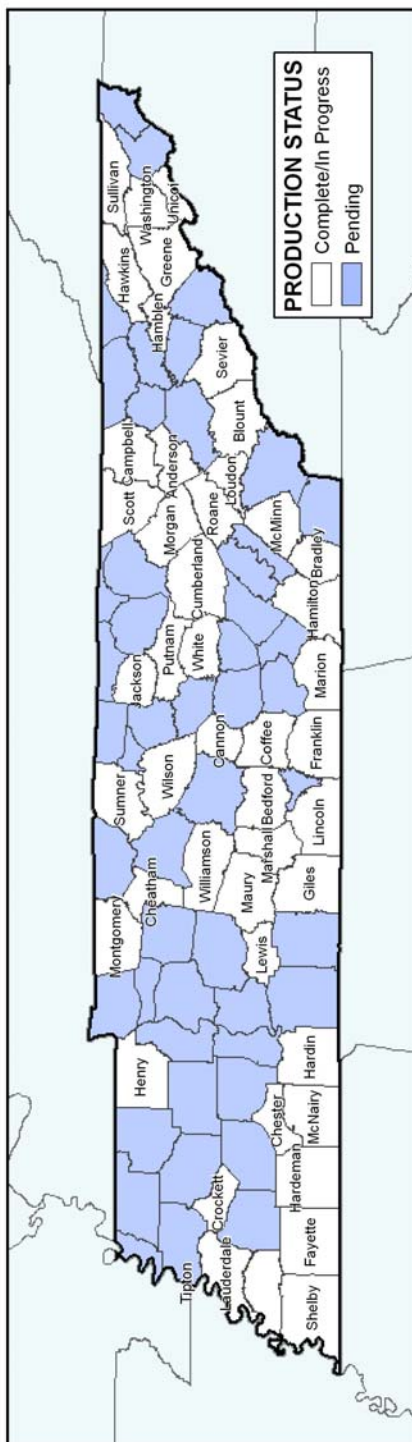
Responses to Written Comments

Attachment 4 (Item #51)



Tennessee Base Mapping Program

Production Status through January '05



Anderson	Chester	Greene	Jackson	Marion	Roane	Tipton
Bedford	Coffee	Hamblen	Lauderdale	Marshall	Scott	Unicoi
Blount	Crockett	Hamilton	Lewis	Mauzy	Sevier	Washington
Bradley	Cumberland	Hardeman	Lincoln	Montgomery	Shelby	White
Campbell	Fayette	Hardin	Loudon	Morgan	Sullivan	Williamson
Cannon	Franklin	Hawkins	McMinn	Putnam	Sumner	Wilson
Cheatham	Giles	Henry	McNairy			

Responses to Written Comments

Attachment 5 (Item #57)

Extracted from RFP, Attachment 6.1 *ProForma* Contract, Attachment 2:

Attachment 2

Liquidated Damages

Data Products:

Liquidated damages shall be based upon a percentage of the total fee calculated for each milestone(s) associated with each geographic unit (county, municipality, service area, etc.) ordered from the Cost Schedule of Products and Services as detailed in Paragraph C.3. Specific percentages of each milestone are identified below: Liquidated damages shall be the amount that represents the sum of all remaining milestones for each geographic unit.

SERVICE UNIT/MILESTONE	AMOUNT	PERCENTAGE
Aerial Photography, Photocontrol and GPS Survey	[\$NUMBER]	75%
Incremental Data Product Delivery(1)	[\$NUMBER]	5%
Incremental Data Product Delivery(2)	[\$NUMBER]	12.5%
Incremental Data Product Delivery(n)	[\$NUMBER]	Percent of Milestone (n-1) plus 7.5% to a Maximum of 50%*

* In the event that a order, and the total number of Incremental Data Product Deliveries exceeds seven increments, each subsequent Incremental Data Product Delivery milestone shall be calculated at 50% of the respective Milestone amount.

Technical Consulting Services:

Liquidated damages shall be based upon a percentage of the total fee calculated for each Statement of Work ordered from the Cost Schedule of Products and Services as detailed in Paragraph C.3. A flat rate percentage of 20% of the total fee shall be used as the basis for calculating the liquidated damages.

Liquidated Damages Sample Scenario

Data Products:

As detailed in RFP Attachment 1, *ProForma* contract, Paragraph C.3, the State has developed a product order by multiplying the total number of each data type for the county by the appropriate Unit Costs, and then sum the products of these calculations to determine the State's total cost for the county. The State used the rates from the *ProForma* contract, Attachment 1, Cost Schedule of Products and Services, and the total number of parcels and total map sheets for each data product the State requires for the given geographic unit (in this scenario, Basic Products for a county) to calculate a Total Fee for this order. The State and the Contractor have developed milestone rates, delivery dates, and payment schedule for this product order. The State has provided the contractor with a written task order including the cost and milestone detail. The contractor has signed the Task Order and returned it to the State signifying the contractor's concurrence with the fee and milestones.

The Total Fee for this sample scenario (product order) is \$150,000 and the value associated with each milestone and payment by the State for each is presented in the following table:

NOTE: *For illustrative purposes only, the State cost associated with each Incremental Data Product Delivery is assumed to be uniform for all Incremental Data Product Milestones. This circumstance will likely never occur in practice.*

SERVICE UNIT/MILESTONE	AMOUNT
Aerial Photography, Photocontrol and GPS Survey	\$ 22,500.00
Incremental Data Product Delivery (1)	\$ 18,214.29
Incremental Data Product Delivery (2)	\$ 18,214.29
Incremental Data Product Delivery (3)	\$ 18,214.29
Incremental Data Product Delivery (4)	\$ 18,214.29
Incremental Data Product Delivery (5)	\$ 18,214.29
Incremental Data Product Delivery (6)	\$ 18,214.29
Incremental Data Product Delivery (7)	\$ 18,214.29

Liquidated Damages associated with each milestone are presented in the table below:

SERVICE UNIT/MILESTONE	AMOUNT	PERCENT	DAMAGE AMOUNT
Aerial Photography, Photocontrol and GPS Survey	\$ 22,500.00	75.0%	\$ 16,875.00
Incremental Data Product Delivery (1)	\$ 18,642.86	5.0%	\$ 910.71
Incremental Data Product Delivery (2)	\$ 18,642.86	12.5%	\$ 2,276.79
Incremental Data Product Delivery (3)	\$ 18,642.86	20.0%	\$ 3,642.86
Incremental Data Product Delivery (4)	\$ 18,642.86	27.5%	\$ 5,008.93
Incremental Data Product Delivery (5)	\$ 18,642.86	35.0%	\$ 6,375.00
Incremental Data Product Delivery (6)	\$ 18,642.86	42.5%	\$ 7,741.07
Incremental Data Product Delivery (7)	\$ 18,642.86	50.0%	\$ 9,107.14

In the event that circumstances render Liquidated Damages applicable, the Damages assessed against the contractor will be the amount that represents the sum of all remaining milestones for this scenario, assessed from the date the Damages are applicable.

For example, if Liquidated Damages are applicable before the contractor successfully completes the Aerial Photography, Photocontrol and GPS Survey Milestone above, the assessed fee will be the sum of the Damage Amount column above or \$51,937.50. If Liquidated Damages are applicable after the contractor successfully completes Incremental Data Product Delivery (4), but before the contractor successfully completes Incremental Data Product Delivery (5), the assessed fee will be the sum of the remaining Damage Amounts shown above or \$23,223.21.

This process will be repeated for all product orders in process at the time Liquidated Damages become applicable.

Technical Consulting Services:

The State and the Contractor have agreed to a Scope of Service for a Technical Consulting Service sought by the State. Using the hourly rates from the *ProForma* contract, Attachment 1, Cost Schedule of Products and Services, a total fee has been developed for the Technical Consulting Service sought by the State.

The total fee for this Technical Consulting Service is \$325,000.

In the event that circumstances render Liquidated Damages applicable, the Damages assessed against the contractor will be 20% of \$325,000 or \$65,000 regardless of when the Liquidated Damages become applicable.

Project Management, Data Conversion, and Technical Consulting Services RFP # 317.30-108

Revisions to RFP and *Pro-Forma* Contract

1. Delete RFP Base Document, Page 1, Section 1.1.1 Background, sixth paragraph in its entirety and replace it with the following:

Through this initial contract and all renewal periods, the data products as described in this RFP and Attachments will have been produced for 41 of 95 counties. 5 additional counties were completed via a multi-year Pilot Program that was completed in 1998. There are 49 counties remaining that will be included in efforts resulting from this RFP.

2. Delete RFP Base Document, Page 3, Section 1.1.3 Volume of Products and Services, Table 1 in its entirety and replace it with the following:

Basic Data Products:

	Produce Orthos	Convert Orthos	Produce Parcels	Produce Parcels Remap	Convert Parcels	Fit, Complete Parcels	Update, Fit, Complete Parcels
Year 1:							
100' Map Sheets:	5,281	0					
400' Map Sheets:	4,225	0					
Parcels:			575,465	0	19,381	12,057	21,171
Year 2:							
100' Map Sheets:	1,035	4,268					
400' Map Sheets:	1,777	539					
Parcels:			340,243	12,660	256,729	0	0

Table 1

3. Delete RFP Base Document, Page 3, Section 1.1.3 Volume of Products and Services, Table 2 in its entirety and replace it with the following:

Model Reset:

Volume	Unit	Year 1	Year 2
1-50	Map Sheet	24	17
51-100	Map Sheet	98	85
> 100	Map Sheet	301	560

Table 2

4. Delete RFP Base Document, Page 4, Section 1.1.3 Volume of Products and Services, Table 3 in its entirety and replace it with the following:

Value Added Data Products:

	Year 1	Year 2
2' Topo. (vector) – 100' Scale:	126	110
10' Topo. (vector) – 400' Scale:	68	59
2' Topo. (DTM only) – 100' Scale:	1,174	1,018
10' Topo. (DTM only) – 400' Scale:	178	154
Building Footprints – 100' Scale:	647	561
Building Footprints – 400' Scale:	295	256
Building Points – 400' Scale:	146	127
Building Top Elevation – 100' Scale:	76	66
Building Top Elevation – 400' Scale:	5	5
Railroad Centerlines – 100' Scale:	159	138
Railroad Centerlines – 400' Scale:	93	81

Table 3

5. Delete RFP Attachment 6.1 *ProForma* Contract, Paragraph A.2.b. in its entirety and replace it with the following:

The States minimum qualifications for the staff performing the Technical Consulting component shall be:

Senior Technical Manager: A Bachelor or Master degree in geography, GIS, computer science or related field and 5-10 years experience directly related to the appropriate service sought by the State. **Equivalent years experience may be substituted for the degree requirement.** This service level shall require excellent oral and written skills, the ability to handle creative problem solving, and the ability to perform research on a variety of technical problems.

Senior Systems Support: A Bachelor or Master degree in geography, GIS, computer science or related field and 5-10 years of experience directly related to the appropriate service sought by the State. **Equivalent years experience may be substituted for the degree requirement.** This service level shall require excellent system administration and application development skills with a strong background in the ESRI, Inc. software line, the State standard software.

6. Delete RFP Attachment 6.1 *ProForma* Contract Attachment 1, Cost Schedule of Products and Services, Technical Consulting Services, Explanation in its entirety and replace it with the following:

Explanation:

The State and the Contractor shall agree to a Scope of Service for each Technical Consulting Service sought by the State. Using the hourly rates above, Cost Schedule of Products and Services, a total fee shall **be** developed for the Technical Consulting Service sought by the State. Appropriate milestones and due dates shall be mutually agreed to by the State and the Contractor prior to commencing work on a Technical Consulting Service order.

The States minimum qualifications for the staff performing the Technical Consulting component shall be:

Senior Technical Manager: A Bachelor or Master degree in geography, GIS, computer science or related field and 5-10 years experience directly related to the appropriate service sought by the State. **Equivalent years experience may be substituted for the degree requirement.** This service level shall require excellent oral and written skills, the ability to handle creative problem solving, and the ability to perform research on a variety of technical problems.

Senior Systems Support: A Bachelor or Master degree in geography, GIS, computer science or related field and 5-10 years of experience directly related to the appropriate service sought by the State. **Equivalent years experience may be substituted for the degree requirement.** This service level shall require excellent system administration and application development skills with a strong background in the ESRI, Inc. software line, the State standard software.

7. Delete RFP Attachment 6.3 Technical Proposal & Evaluation Guide, Section B, Paragraph B.12, second, third, and fourth paragraphs in their entirety and replace with the following:

The States minimum qualifications for the staff performing the Technical Consulting component shall be:

Senior Technical Manager: A Bachelor or Master degree in geography, GIS, computer science or related field and 5-10 years experience directly related to the appropriate service sought by the State. **Equivalent years experience may be substituted for the degree requirement.** This service level shall require excellent oral and written skills, the ability to handle creative problem solving, and the ability to perform research on a variety of technical problems.

Senior Systems Support: A Bachelor or Master degree in geography, GIS, computer science or related field and 5-10 years of experience directly related to the appropriate service sought by the State. **Equivalent years experience may be substituted for the degree requirement.** This service level shall require excellent system administration and application development skills with a strong background in the ESRI, Inc. software line, the State standard software.

8. Delete RFP Attachment 6.1, *ProForma* Contract, Section C.3, second paragraph in its entirety and replace it with the following:

When the State is ready to begin production of data products for a county, the State will multiply the total number of each data type for the county by the appropriate Unit Costs, and then sum the products of these calculations to determine the State's total cost for the county. The State will use the rates from Attachment 1, Cost Schedule of Products and Services, and the total number of parcels and total map sheets for each data product the State requires for a given geographic unit (county, municipality, service area) to calculate a Total Fee for each order. The State and the Contractor shall then develop milestone rates, delivery dates, and payment schedule according to the table below. The total amount for the Aerial Photography, Photocontrol and GPS Survey Milestone shall not exceed **15%** of the Total Fee calculated above. The total number of "Incremental Data Product Deliveries" shall be determined based upon number of data products delivered per month and production capacity, and shall not exceed twelve (12) deliveries for any given order.

9. Delete RFP Attachment 6.1, *ProForma* Contract, Paragraph B.1 in its entirety and replace it with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on November 1, 2004 and ending on **October 31, 2007**. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

10. Add the following paragraph to RFP Attachment 6.3, Technical Proposal & Evaluation Guide, Section B14, immediately before the last paragraph:

The State anticipates distributing reference check questionnaires on Friday, September 17. Proposers are responsible to ensure the availability of the reference to provide the State a response to the questionnaire. All reference check questionnaires will need to be returned to the State by Noon CDT on Wednesday, September 22. However, the State reserves the right to amend the RFP schedule, which would change these dates.

11. Delete RFP Attachment 6.2, Proposal Transmittal/Statement Of Certifications & Assurances in its entirety and replace it with the following page:

ATTACHMENT 6.2

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:

(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 6) The Proposer shall provide a performance bond in accordance with the requirements of the RFP.
- 7) If the Proposer is a Joint Venture or partnership, the Proposer must comply with all requirements expressed in RFP Section 1.10, attaching required documentation to this Proposal Transmittal.

PRINTED NAME:		DATE:	
SIGNATURE & TITLE:			
	Signature	Title	